IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kelly McIntyre

<u>Debtor</u>

CHAPTER 13

Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-8, Asset-Backed Certificates, Series 2006-8

NO. 19-15255 ELF

11 U.S.C. Sections 362 and 1301

Movant

vs.

Kelly McIntyre

Debtor

Kevin McIntyre

Co-Debtor

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,451.53, which breaks down as follows;

Post-Petition Payments:

November 2019 to January 2020 at \$1,150.51/month

Total Post-Petition Arrears

\$3,451.53

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on February 1, 2020 and continuing through July 1, 2020 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,150.51 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$575.26 from February 2020 to June 2020 and \$575.23 for July 2020 towards the arrearages on or before the last day of each month at the address below;

Select Portfolio Servicing, Inc. Attn: Remittance Processing P/O. Box 65450 Salt Lake City, UT 94165-0450

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Moyant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 22, 2020 By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Date:

Carol B. McCullough, Esquire

COARLB. McCallagh

Attorney for Debtors

Date: (78/26	William C. Miller, Esquire Chapter 13 Trustee
Approved by the Court this day of retains discretion regarding entry of any furth	, 2020. However, the courter order.
	Bankruptcy Judge Eric L. Frank